

This section referred to in construing local law applicable to Baltimore City relative to notice of sale. This section expressly authorizes parties to agree in mortgage, as to notice to be given. *Knapp v. Anderson*, 89 Md. 191.

This section referred to in determining that Sundays are included in computation of time. *American Tobacco Co. v. Strickling*, 88 Md. 510.

This section held to have no application, deed not being construed to be a mortgage. *Bank of Commerce v. Lanahan*, 45 Md. 406.

The act of 1826, ch. 192, was not repealed by the adoption of the Constitution of 1851. *Eichelberger v. Hardesty*, 15 Md. 548.

This section referred to in construing sec. 8—see notes thereto. *Hebb v. Mason*, 143 Md. 354.

Cited but not construed in *Dill v. Satterfield*, 34 Md. 53.

An. Code, 1924, sec. 9. 1912, sec. 9. 1904, sec. 9. 1888, sec. 9. 1825, ch. 203, sec. 5. 1826, ch. 192, sec. 3. 1833, ch. 181, sec. 4.

10. All such sales shall be reported under oath to the court having chancery jurisdiction where the sale is made, and there shall be the same proceedings on such report as if the same were made by a trustee under a decree of said court, and the court shall have full power to hear and determine any objections which may be filed against such sale by any person interested in the property and may confirm or set aside said sale.

Exceptions.

Upon report of sale an opportunity is afforded any one interested, to object. Such objections are not limited to matters of irregularity in conduct of the sale, but extend to questions concerning validity of mortgage. *Albert v. Hamilton*, 76 Md. 307. And see *McCabe v. Ward*, 18 Md. 509. *Cf. Patapsco Guano Co. v. Elder*, 53 Md. 464.

Where a party interested in mortgaged property tenders mortgagee full amount due for purpose of redeeming mortgage as he has a right to do, the mortgagee has no right thereafter to foreclose mortgage, and party making tender may except to mortgage sale. *Kent Bldg. Co. v. Middleton*, 112 Md. 17.

Exceptions cannot be filed under this section by one who has no legal interest in, or record title to, property, but alleges a secret trust, person whom the trust is sought to be enforced against, not being a party to proceedings. *Bentley v. Beacham*, 91 Md. 678.

A person whose interest is not affected by the sale cannot intervene. *Warfield v. Ross*, 38 Md. 90.

Exceptions may be filed at any time before the ratification of the sale. *Aukam v. Zantinger*, 94 Md. 426.

If a sale is made without compliance with the act of 1826, ch. 192, the time to except is when the sale is reported. *Gayle v. Fattle*, 14 Md. 86.

The objection that there was no decree authorizing the sale is unavailing. *Walker v. Cockey*, 38 Md. 78.

For cases involving the validity *vel non* of exceptions to mortgage sales, see Md. Digest.

Generally.

In case of resale ordered by court at purchaser's risk, under art. 16, sec. 248, previous sale being under this section and reported to court for ratification, etc., court becomes vendor and assignee of mortgage is agent or trustee of court. Postponement of sale. *Interest. Bilbrey v. Strahorn*, 153 Md. 494.

General creditor cannot object to sale of property under mortgage. *Hannan v. Lydane*, 164 Md. 357.

Holder of vendor's interest, under conditional sales contract, in hot water heating system, could not object to mortgage foreclosure sale of house, for if system was personalty, he had no interest in mortgaged property, and only persons interested in property can object to sale. *Finance Corp. v. Building Assn.*, 167 Md. 222.

In sales under this section, the trust commences with filing of bond under sec. 8, and jurisdiction of court becomes complete on report of sale under this section. *Warehime v. Carroll County Bldg. Assn.*, 44 Md. 516. And see *Wilson v. Watts*, 9 Md. 459; *Warfield v. Dorsey*, 39 Md. 308.

This section indicates that jurisdiction under sec. 6, *et seq.*, is not special, but simply a summary made for exercise of general jurisdiction of a court of equity. *Cockey v. Cole*, 28 Md. 283; *Warehime v. Carroll County Bldg. Assn.*, 44 Md. 517.

Where no exception is taken on ground that mortgage notes were not filed, and when there is no dispute about their ownership, or amount due on them, sale will not be set aside because notes were not filed. *Heider v. Bladen*, 83 Md. 244. And see *Haskie v. James*, 75 Md. 572.

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